

\$34,436.83 sued for), as under a proper apportionment and adjustment are applicable to the time beginning March 18th, 1909. Defendant should also pay interest from February 23rd, 1910, on any amount payable by him, until the respective times of payment.

During the course of a very lengthy trial, much evidence was given respecting these accounts and liabilities, but it is not sufficient to enable a proper apportionment to be made; if the parties fail to make a proper division and apportionment, as of March 18th, 1909, and to arrive at the amount of interest payable by defendant, there will be a reference to the Master in Ordinary for that purpose.

At the trial it was stated, though not appearing in the pleadings, that the General Construction and Dredging Company, Limited, had assumed and paid other liabilities of the Cape Breton Dredging Company, Limited, in addition to and not included in the moneys sued for, and defendant set up that he had made other payments on the liabilities assumed by the General Construction and Dredging Company, Limited for which he claimed credit. If either party desire it, the reference will extend to and include the making of an apportionment and adjustment (as of March 18th, 1909), of such other liabilities, if any, so assumed by the General Construction and Dredging Company and of such other payments, if any, made by defendant.

In the second of the two actions which were consolidated, plaintiff asks for an order directing the defendant to transfer to him 100 shares of \$100 each, fully paid up, of the capital stock of the General Construction and Dredging Company, Limited, which he claims to be entitled to under the following term of the agreement of 23rd February, 1910:—

“Mr. Bartram shall transfer to Mr. Grice 100 shares of \$100 each, fully paid up in the company, which said shares Mr. Grice shall be entitled to hold for himself absolutely, subject to the right of Mr. Bartram to call upon Mr. Grice to retransfer up to 100 shares in the company one-half the number of any shares that Mr. Bartram may be ordered to transfer to Mr. Alfred Rigby.”

Defendant sets up that the contract does not express the true agreement between him and the plaintiff in respect of these 100 shares, and he asks for a rectification of it. On the other hand, plaintiff asserts that the true agreement between them is as set forth in the contract.